



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Legal Services Agreement (1995 Public Improvement Financing Project)

MEETING DATE: September 6, 1995

PREPARED BY: Acting Finance Director

RECOMMENDED ACTION:

The City Council approve the attached Agreement for Legal Services with Jones, Hall, Hill & White for the 1995 Public Improvement Financing Project.

BACKGROUND INFORMATION:

The City Council approved the 1995-97 Financial Plan and Budget on June 21, 1995 which included proposed capital projects to be funded by certificates of participation bond proceeds. John Fitzgerald of Seidler-Fitzgerald Public

Finance has put together a small issue arbitrage financing program which is scheduled for a shirtsleeve session on September 19, 1995. The proposed program is needed to finance a number of capital projects over the next three years, including the Performing Arts Center, Indoor Sports Facility and Downtown Revitalization/Cherokee Lane. In each of the next three calendar years the City would sell \$5 million COP issue. The City would sell the City Hall to the Lodi Public Improvement Corporation which in turn would sell it back to the City under a lease purchase agreement. The annual lease payments would be backed by the City's general fund, and would be budgeted from the portion of property taxes set aside for capital projects.

Jones, Hall, Hill and White, a professional law corporation, is specially trained and experienced to provide services for the financing and the execution and delivery of the certificates of participation. Accordingly, the attached agreement is presented to Council for review and approval. This agreement has been coordinated with the office of the City Attorney.

FUNDING: None.

Respectfully,

Vicky McAthie
Acting Finance Director

Attachment

APPROVED: _____

THOMAS A. PETERSON
City Manager



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Agreement for Legal Services
(1995 Public Improvement Financing Project)

THIS AGREEMENT FOR LEGAL SERVICES is made and entered into this _____ day of _____, 1995, by and between the CITY OF LODI, CALIFORNIA (the "City"), and JONES HALL HILL & WHITE, A PROFESSIONAL LAW CORPORATION, San Francisco, California ("Attorneys").

W I T N E S S E T H:

WHEREAS, the City, at this time, proposes to finance the costs of acquisition and construction of certain public improvements throughout the geographic boundaries of the City by entering into such agreements as may be necessary and to authorize the execution, delivery and sale of certificates of participation (the "Certificates"), in payments to be made under such agreements; and

WHEREAS, the City has determined that Attorneys are specially trained and experienced to provide services for the financing and the execution and delivery of the Certificates; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement for Legal Services;

NOW, THEREFORE, IT IS HEREBY AGREED, as follows:

Section 1. Duties of Attorneys. Attorneys shall provide legal services in connection with the authorization, issuance and consummation of the financing proceedings relating to the Certificates. Such services shall include the following:

(a) confer and consult with the officers and administrative staff of the City as to matters relating to the financing proceedings;

(b) Attend all meetings of the City Council of the City and any administrative meetings at which any financing proceedings relating to the Certificates are to be discussed, deemed necessary by Attorneys for the proper planning of the financing proceedings or when specifically requested to attend;

(c) Prepare any required lease agreements, installment sale agreements, trust agreements, assignment agreements, agency agreements, amendments to existing financing documents, indentures, ordinances and all resolutions, notices and legal documents necessary for the proper conduct of the financing proceedings relating to the Certificates;

(d) Review all financial documents for legal sufficiency;

(e) Review, without undertaking an independent investigation, any official statement or other disclosure document prepared in connection with the financing proceedings to assure correctness of disclosure relating to the legal documents;

(f) Prepare and provide a signature and no-litigation certificate, an arbitrage certificate and any and all other closing documents required to accompany delivery of the Certificates;

(g) Prepare and provide complete transcripts of the conduct of the proceedings necessary to accompany delivery of the Certificates;

(h) Subject to the completion of proceedings to the satisfaction of Attorneys, provide the legal opinions of Attorneys that the interest due with respect to the Tax-Exempt Certificates is excluded from gross income for purposes of federal income taxation and that the interest due with respect to the Taxable Certificates and the Tax-Exempt Certificates interest is exempt from California personal income taxation;

(i) Subject to the completion of proceedings to the satisfaction of Attorneys, provide the legal opinions of Attorneys approving in all regards the legality of all proceedings relating to the Certificates; and

(j) Confer and consult with City officials and agents with regard to problems which may arise during the servicing and payment of principal and interest due with respect to the Certificates.

Section 2. Compensation. For the services set forth under Section 1, Attorneys shall be paid the percentage compensation set forth below, such percentage to be applied individually for each series:

(a) One percent (1%) of the principal amount of the Certificates to a principal amount of \$1,000,000; plus

(b) One-half percent (1/2%) of the principal amount of the Certificates in excess of \$1,000,000.

In addition, Attorneys shall be reimbursed for any costs advanced by Attorneys on behalf of the City, including delivery and messenger services, closing costs, duplication costs, transcript binding costs and expenses for travel outside the State of California, if any, but specifically excluding travel expenses within the State of California.

Payment of said fees and expenses shall be entirely contingent, shall be due and payable upon the delivery of the Certificates, to be allocated between each series as shall be determined by the City.

Section 3. Exceptions. Any services rendered in any litigation involving the City or the financing proceedings relating to the Certificates are excepted from the services to be rendered for the above compensation. For such services which Attorneys are directed to render for and on behalf of the City, compensation shall be on the basis of reasonable fees to be agreed upon by the City and Attorneys.

Section 4. Termination of Agreement. This Agreement for Legal Services shall be indefinite as to term but may be terminated at any time by the City, with or without cause. In the event of such termination, all finished and unfinished documents shall, at the option of the City, become its property and shall be delivered by Attorneys.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the respective officers thereunto duly authorized as of the day and year first above written.

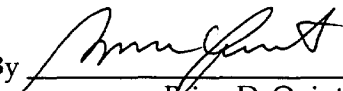
CITY OF LODI

By _____
Title _____

Attest:

City Clerk

JONES HALL HILL & WHITE,
A Professional Law Corporation

By  _____
Brian D. Quint